



**OFFICE OF THE GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
STATFED BUILDING, BHANGAGARH, GUWAHATI-781005**

**TENDER DOCUMENT
FOR DRAINAGE PROJECT**

VOLUME-I

Tender No. GMDA/DEV/47/2016/Pt-I/6 Dated : 30/11/2016

**CHIEF EXECUTIVE OFFICER,
GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
STATFED BUILDING, BHANGAGARH, GUWAHATI-781005**

**INVITATION FOR BID
(IFB)**



**OFFICE OF THE GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
STATFED BUILDING, BHANGGARH, GUWAHATI-781005**

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Tender No. GMDA/DEV/47/2016/Pt-1/6 Dated : 30/11/2016

1. Sealed bids in Two Envelop system are invited by the Chief Executive Officer, Guwahati Metropolitan Development Authority (GMDA), Guwahati, Assam, India from experienced bidders who have requisite knowledge, expertise, experience and financial capability for Extension of Noonmati Basin Drain from ASIDC point to Bamunimaidam (Construction of under ground RCC storm water Box drain and open drain from Assam Small Scale Industries Development Corporation (Bamunimaidam to Noonmati Refinery area)) to Noonmati Basin Drain, as detailed below :

- a) Tender Notice No. : **No. GMDA/DEV/47/2016/Pt-I/6 Dtd. 30/11/2016**
- b) Name of work : **Extension of Noonmati Basin Drain up to ASIDC point to Bamunimaidam {(Construction of underground RCC storm water Box drain and open drain from Assam Small Scale Industries Development Corporation (Bamunimaidam to Noonmati Refinery area)) to Noonmati Basin Drain.**
- c) Bid Value : **Rs. 19,52,60,000.00 (Rupees Nineteen Crore Fifty Two Lakhs Sixty Thousand) only.**
- d) Earnest Money to be Deposited : **Rs. 39,06,000.00 (Rupees Thirty Nine Lakhs Six Thousand) only. Rs. 19,53,000.00 (Rupees Nineteen Lakhs Fifty Three Thousand) only for SC/ST/OBC/MOBC/UGE**
- e) Completion Period : **04 (four) Months.**
- f) Cost of tender document : **Rs. 20,000.00 (Rupees Twenty Thousand) only.**
- g) Sale of Tender document : **Tender document can only be seen and downloaded from <https://assamtenders.gov.in> and GMDA's website www.gmda.co.in from 6.00 P.M. of 05/12/2016**
- h) Receipt of bids : **Upto 2.00 P.M. of 26/12/2016**
- i) Date, Time & venue of Opening of bids : **26/12/2016 at 3.30 P.M. In the O/o the CEO, GMDA**
- j) Seek clarification end date : **15/12/2016 upto 11.45 A.M.**

2. To qualify for the award of the contract, the bidder should fulfill the following qualification requirements in addition to the other qualification requirements given in tender document :

Item No	Qualification requirement	Minimum Value
a.	Annual Financial Turnover in any of the last five financial year upto 2015-16	Rs 5000.00 Lakhs
b.	Work Experience: The Bidder should have satisfactorily completed during the last five years One similar work costing not less than	Rs 976.30 Lakhs
c.	Total liquid assets and Credit Facility	Rs 195.26 Lakhs

3. Tender documents can only be downloaded from <https://assamtenders.gov.in> and GMDA's website www.gmda.co.in from 6.00 P.M of 03/12/2016. The tender document fee Rs. 20000.00 (Rupees Twenty thousand) only is to be deposited only in the form of Bank Draft / Bankers cheque in favour of CEO, GMDA payable at Guwahati. The tender documents shall not be sold directly in the office of CEO, GMDA and not be sent by post or courier.
4. The bids submitted by the bidders who do not meet the qualification requirements as required or whose bids(both technical and price)are not valid. Earnest Money of the tenders containing restricted validity of Bids is liable to be forfeited.
The bids not accompanied by earnest Money deposit shall be rejected.
5. Issue/download of Tender documents to/by the bidder will not automatically mean that the bidder is qualified for the Award of the contract. The bidders will be required to further fulfil the Qualification Criteria given in the Tender Document before being considered eligible for the Award of Contract. No Condition/Deviation which is either additional or in modification of the tender conditions shall be included in the bid submitted by the bidder. If the bid contains any such conditions or deviations from the tender conditions, the bid will be rejected.
6. Bids duly completed in all respects along with the requisite amount of Earnest Money Deposit shall be received up to the date receipt as given above. These will be opened on the same date in the presence of the bidders or their authorized representatives, who choose to be present in the office of CEO, GMDA.
Original copy of the following documents must be submitted on or before the Technical Bid opening.
 - i) Cost of Bid.
 - ii) Bid Security or EMD.
7. In case of any discrepancies, the provisions of this tender notice shall take precedence over all other bidding documents
8. The bidders are required to upload their tender in <https://assamtenders.gov.in> portal only. GMDA shall not be held responsible for the delay, if any, in the non-receipt of the same.
9. Bidders are required to go through the procedure as specified in <https://assamtenders.gov.in> in portal to upload the Bid document.
10. GMDA does not bind itself to accept lowest or any other bid and reserves the right to reject lowest or any other bid or all the bids and accept any bid either in the whole or in part or split up the work between more than one bidder without assigning any reason whatsoever. The bidder shall be bound to execute the same at the quoted rates.

11. In case the date of opening of the bid as mentioned above is declared to be a holiday, the bids shall be received and opened on the next working day at the same time and venue.
12. Any revisions, clarifications, corrigenda, addenda, time extensions etc. to this tender will be posted on <https://assamtenders.gov.in> and www.gmda.co.in websites only. Bidders should regularly visit the website to keep themselves updated.

Sd/-
i/c Chief Executive Officer
Guwahati Metropolitan Dev.Authority
Bhangagarh,Guwahati

SECTION-1
INSTRUCTION TO BIDDERS
(ITB)

Section 1: Instructions to Bidders

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A.GENERAL

1. Scope of Bid

- 1.1 The Employer (named in Appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as “the works) detailed in the table given in IFB. The bidders may submit bids for the works detailed in the table given in IFB.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

- 2.1 The expenditure on this project will be met from the budget of Govt. of Assam. Payment will be made subject to availability of Government fund.

3. Eligible Bidders

- 3.1 This invitation for Bids is open to all bidders.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation of supervision of the works, and any of its affiliates shall not be eligible to bid.

4. Qualification of the Bidder

- 4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.
- 4.2* In the event that Pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original pre-qualification applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as of date of bid submission. The update or confirmation should be provided in Section 2. A copy of the original pre-qualification application and the letter of pre-qualification should be furnished.

With the updated information, the bidder must continue to be qualified in accordance with the criteria laid down in the pre-qualification document. All bidders shall also furnish the following information in Section 2.

- (i) Evidence of access to or availability of credit facilities (minimum 10% of notified contract value) certified by the bankers.
- (ii) Undertaking that bidder would be able to invest a minimum of cost upto 25% of the contract value of work, during implementation of contract.
- (iii) Proposals, if any, for sub-contracting of elements of work, costing more than 10% of the bid amount.
- (iv) Power of attorney.

- (v) Latest income tax-clearance certificate from concerned department.

***{ Clause 4.2 is not applicable as post qualification is to be carried out}.**

4.3 If the Employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2.

- (a) Copies of original documents defining the constitution of legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.
- (b) Total monetary value of construction work performed for each of the last five years.
- (c) Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contracted for further information on those contracts; The contractor should have experience of executing storm water drain work at least 1.00 km length of size (width) not less than 3.00 metre in last 5 years.
- (d) Major items of construction equipment proposed to carry out the Contract.
- (e) Qualifications and experience of key site management and technical personnel proposed for Contract.
- (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's report for the past five years;
- (g) Evidence of access to line (s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (not more than 3 months old).
- (h) Undertaking that the bidder will be able to invest a minimum cash up to 25% of contract value of work, during implementation of work.
- (i) Authority to seek references from the Bidder's bankers;
- (j) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- (k) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Bid price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
- (l) The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

4.4 **Deleted**

4.5 .QUALIFICATION CRITERIA

4.5.1, Qualification will be based on Applicant's meeting all the following minimum pass/fail criteria regarding the Applicant's general & particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Applicant's responses in the forms attached to the Letter of Application(specified requirements for joint ventures are given under para 4.6 below). Subcontractor's experience and resources shall not be taken into account in determining the applicant's compliance with the qualifying criteria.

4.5.2- Base year and Escalation.

The base year shall be taken as 2015-16.

Following enhancement factors will be used for the costs of works executed and the financial figures to a common base value for works completed in India.

<u>Year before.</u>	<u>Multiplying factor.</u>
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above mentioned factors.

In case of financial figures and value of completed works are in foreign currency, the above enhanced multiplying factors will not be applied. Instead, current market exchange rate(State Bank of India BC selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian Rupees.

4.5.3 General Experience:

The Applicant shall meet the following minimum criteria:

- Annual turn over (defined as billing for works in progress and completed in all classes of civil engineering construction work only) in any one of the the last 5 years should be not less than 5000.00 Lakhs.
- Experience in successfully completing or substantially completing at least one work of similar nature, cost not less than 50% of the value of bid invited for.

Substantially completed works means those works which are at least 75% completed as on the date of submission (i.e. gross value of the work done up to the last date of submission is 75% or more of the original contract price) and continuing satisfactorily. For these, a Certificate from the employer shall be submitted along with the application incorporating clearly the name of the work, Contract value, billing amount, date of commencement of works, satisfactory performance of the contractor and any other relevant information.

4.5.4 Personnel Capabilities.

The applicant must have suitably qualified personnel to fill the following positions. The applicant will supply information on a prime candidate and alternate for each position, both of whom should meet the experience requirements specified below:

Sl.No.	Position	Total experience(years)	In similar works(Years)	As manager of similar works(Years)
1	Project Manager			
2	Other positions			

(List is given in Annexure-I)

4.5.5 Equipment capabilities

The applicant should own or should have assured ownership to the following key items of equipment, in full working order, and must demonstrate that, based on known commitments; they will be available for use in the proposed contract.

Sl.No.	Equipment type and characteristics	Minimum number required
1		
2		
3		
(List is given in Annexure-II)		

4.5.6 Financial position.

The Applicant should demonstrate that he has access to, or has available, liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantees) and / or credit facilities of not less than 10% of the value of the contract / contracts applied for (construction cash – flow may be taken as 10% of the estimated value of contract / contracts).

4.5.7 The audited balance sheet for the last five years should be submitted, which must demonstrate the soundness of the Applicant's financial position, showing long – term profitability including an estimated financial projection for the next two years. If necessary, the employer will make inquires with the applicant's bankers.

4.5.8 Litigation History.

The applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the applicant.

4.5.9 Bid capacity :

The Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed available bid capacity = $(A*N*2-B)$, Where

A = Maximum value of works executed in any one year during the last five years (updated to the current price level) rate of inflation may be taken as 10% per year which will take into account the completed as well as works in progress.

B = Value at current price level of the existing commitments and ongoing works to be completed during the next **1.0-** year (period of completion of work for which bids are invited); and

N = Number of years prescribed for completion of the works for which bids are invited.

4.5.10 Disqualification:

Even though the Applicants meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements submitted; and /or.
- Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non performance of the contractor, consistent history of litigation awarded against the Applicant or financial failure due to bankruptcy.

5. One Bid per Bidder

5.1.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case responsible and liable for those costs.

7. Site visit

7.1 The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the bidder's own expense.

If any hindrances arise in due course of time during construction in the site/alignment of drain due to some reasons, no extra cost or compensation will be entertained, only proportionate time extension will be allowed.

B. BIDDING DOCUMENTS**8. Content of Bidding Documents.**

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with clause 10;

Section	Particulars	Volume No.
	Invitation for Bids	I
1	Instructions to Bidders	
2	Qualification Information and other forms	
3	Conditions of contract	
4	Contract Data	
5	Securities and other forms	
6	Technical specifications	
7	Form of bid	II
8	Bill of Quantities	

8.2

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8.3 The Bidder is expected to examine carefully all instructions, conditions of contract, contract date, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Documents. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Clarification of Bidding Documents

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification, which he received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2 Pre-Bid Meeting

- 9.2.1 The Bidder or his official representative is invited to attend a pre-bid meeting, which will take place at the address, venue, time and date as indicated in appendix.
- 9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than 2 (two) days before the meeting.
- 9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

- 10.1 Before the deadline of submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.
- 10.3 To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer may, at his description, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. PREPARATION OF BIDS

11. Language of the Bid

- 11.1 All documents relating to the bid shall be in the English language.

12. Documents comprising the Bid

- 12.1 The bid to submitted by the bidder (refer Clause 8.1) shall be in 2(two) separate parts i.e. Technical and Price (Financial) bids :

Technical Bid shall comprise

- (i) Bid Security in the form specified in Section 8 (if furnished in the form of BG).
- (ii) Qualification information and supporting documents as specified in Section 2.
- (iii) Certificates, undertakings, affidavits as specified in Section 2.
- (iv) Any other information pursuant to Clause 4.2 of the instructions.
- (v) Undertaking that the Bid shall remain valid for the period specified in Clause 15.1
- (vi) Acceptance/non-acceptance of Dispute Review Expert proposed in Clause 36.1
- (vii) Authority to seek reference from the bidders Bankers (Clause 4.3.1)

Price (Financial) Bid shall comprise

- (i) Form of Bid as specified in Section 6.
- (ii) Priced Bill of Quantities for items specified in Section 7.

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12.2

12.3 Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars	Volume No.
	Invitation for Bids (IFB)	
1	Instruction to Bidders	Vol – I
2	Conditions of contract	Vol – I
3	Contract Data	Vol – I
4	Specifications	Vol – I
5	Drawings (if furnished to the bidder in the set of bid document issued)	Vol – I

13. Bid Prices

- 13.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on priced Bill of Quantities submitted by the Bidder.
- 13.2 The Bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). *Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.* Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 13.3 All duties, taxes, and other levies payable by the contractor under the contracts, or for any other cause shall be included in the rates, prices and total Bid price submitted by the bidder.
- 13.4 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account (**Upto 12 months period**).

14. Currencies of Bid and Payment

- 14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity

- 15.1 Bids shall remain valid for period not less than 120 days after the deadline date for submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

16. Bid Security

- 16.1 The bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of Employer as named in Appendix and may be in one of the following forms.
- a) Receipt in challan of cash deposit in the Govt. Treasury in India.
 - b) Deposit-at-call Receipt from any scheduled Indian bank or a foreign bank located in India and approved by the Reserve Bank of India.
 - c) Indian Post Office/National Savings Certificate duly endorsed by the competent postal authority in India.
 - d) Bank Guarantee from any scheduled Indian Bank, in the format given in Volume-I.
 - e) Fixed deposit Receipt, a certified cheque (**A certified cheque is a Bank Cheque issued by a party and certified by an authorized officer of the drawer bank branch certifying the correctness/genuineness of the cheque and irrevocably confirming the payment of the cheque as per apparent tenor of the instrument as and when presented for payment by the payee**) or an irrevocable letter of credit, issued by any Scheduled Indian bank or a foreign Bank approved by the Reserve Bank of India.
- 16.2 Bank Guarantees (and other instruments having fixed validity) issued, as surety for the bid shall be valid for 45 days beyond the validity of the Bid.
- 16.3 Any Bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- 16.4 The bid security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1.
- 16.5 The bid security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.6 The Bid Security may be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
 - (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
 - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i) sign the Agreement; or
 - ii) furnish the required Performance Security

17. Alternative Proposals by Bidders.

- 17.1 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

18. Format and Signing of Bid.

- 18.1 {The Bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 12 of these *Instructions to Bidders*, bound with the volume containing the “Technical Bid” and “Price Bid” in separate parts and clearly marked “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail} ---- **Not Applicable.**
- 18.2 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 4.3. All pages of the bid where entries or amendments have been made shall be initiated by the person or persons signing the bid.

- 18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

D. SUBMISSION OF BIDS.

19. Uploading of Bids.

- 19.1 The Bidder shall up load their “Technical Bid” and “Price Bid” in separate folder as specified in the portal <https://assamtenders.gov.in>

Technical Bid: To be opened on **26/12/2016** at office of CEO, GMDA through portal.

Price Bid: Not to be opened except with the approval of the Employer.

The contents of the Technical and Price Bids shall be as specified in clause 12.1 of ITB.

- 19.2 It is mandatory to submit **original copy** of following documents on or before the opening of Technical Bid in a single envelop.

i) Cost of Bid ii) Bid security or EMD.

- 19.3 Bidder may submit the hard copy of Technical Bid in a sealed envelope before opening of the Technical Bid. However, submission of bid through portal will be only considered for opening.

20. Deadline for Submission of Bids

- 20.1 Complete Bids (including Technical and Price) must be received by the Employer at the address specified in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB.

- 20.2.1 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

No Bid will be received by Employer after the deadline of submission of Bid.

22. Modifications and Withdrawal of bids

- 22.1 Bidders may modify or withdraw their bids through on line as per provision of the portal.

- 22.2 Each Bidder’s modification or withdrawal notice shall be prepared in accordance to Clause 18 & 19, by highlighting “MODIFICATION” or “WITHDRAWAL”, as appropriate.

- 22.3 No bid may be modified after the Deadline for submission of bids except in pursuance of Clause 23.

- 22.4 Withdrawal or modification of a Bid between the deadline for submission of Bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended to clause 15.2 may result in the forfeiture of Bid Security pursuant to Clause 16.6

E. Bid Opening

23. Bid Opening

- 23.1 The Employer will open the bids received through portal at the time and date specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 23.2 The folder containing the technical bid shall be opened. The folder marked “cost of bidding document” will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.
- 23.3 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders’ names and such other details as the Employer may consider appropriate, will be announced by the Employer as per provision of portal.
- 23.4 The Employer will prepare minutes of the Bid opening, including the information disclosed through portal.
- 23.5 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within ten working days of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 23.6. The Employer shall inform the bidders, whose technical bids are found responsive, date, time and place of opening as stated in the Appendix to ITB. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day through they or their representative, may attend the meeting of opening of financial bids.
- 23.7. At the time of the opening of the ‘Financial Bid’, the names of the bidders whose bids were found responsive will be announced through portal. The financial bids of only these bidders will be opened. The remaining bids will be unopened. The responsive bidders’ names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening.
Any Bid price which is not read out and recorded, will not be taken into account in Bid Evaluation
- 23.8. The Employer shall prepare the minutes of the opening of the Financial Bids.

24. Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award of the successful Bidders has been announced. Any effort by Bidder to influence the Employer’s processing of Bids or award decisions may result in the rejection of his Bid.

25. Clarification of Financial Bids

- 25.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price of substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

- 25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time of the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should be do so in writing.
- 25.3 Any effort by the Bidder to influence the Employer in the Employer's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

26. Examination of Bids and Determination of Responsiveness

- 26.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4, (b) has been properly signed; (c) is accompanied by the required securities and (d) substantially responsive to the requirement of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions i.e., priced Bill of Quantities, Technical specifications, and Drawings.
- 26.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, with out material deviation or reservation. A material deviation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, in consistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 26.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors

- 27.1 "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) Where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 27.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the Bid amount adjusted with the concurrence of the Bidder in the following manner.
- (a) If the Bid price increases as a result these corrections, the amount as stated in the bid will be the "Bid Price" and the increase will be treated as rebate;
- (b) If the Bid price decreases as a result of the corrections, the decreased amount will be treated as "bid price".

Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.6 (b).

28. Deleted.

29. Evaluation and Comparison of Financial Bids.

- 29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.
- 29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) Making any correction for errors pursuant to Clause 27; or
 - (b) Making an appropriate adjustment for any other acceptable variations, deviation; and
 - (c) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6.
- 29.3.1 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 29.4 The estimated effect of the price adjustment conditions under Clause 47 of the *Conditions of Contract*, during the period of implementation of the contract, will not be taken into account in Bid evaluation.
- 29.5 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under contract, the Employer may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 29.6 A Bid, which contains several items in the Bill of Quantities which are unrealistically priced low and which can not be substantiated satisfactorily by the Bidder, may be rejected as non-responsive.

30. Deleted.

F. AWARD OF CONTRACT.

31. Award Criteria.

- 31.1 Subject to Clause 32, the Employer will award the contract to the bidder whose Bid has been determined.
- (i) To be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid price; and
 - (ii) To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidders at his evaluated bid price.

32. Employer's Right to Accept any Bid and to Reject any of all Bids.

- 32.1 Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

33. Notification of Award and Signing of Agreement.

- 33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that

the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").

- 33.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with provision of Clause 34.
- 33.3 The Agreement will incorporate all agreement between the Employer and the successful Bidder. The successful bidders will furnish performance security and sign the agreement within 2 (two) weeks following the notification of award (letter of acceptance).
- 33.4 Upon the furnishing by the successful Bidder of the performance security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful.

34. Performance Security.

- 34.1 Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a performance security in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security of unbalance bids in accordance with Clause 29.5 of ITB and Clause 52 of conditions of Contract.
- a bank guarantee in the form given in section 8; or
 - certified Cheque/ Bank Draft as indicated in Appendix
- 34.2 If the performance security is provided by the successful bidder in the form of a bank Guarantee, it shall be issued either (a) at the bidder's option, by a Nationalized/Schedule Indian Bank or (b) by a foreign bank located in India and acceptable to the Employer.
- 34.3 Failure of the successful bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.

35. Advance payment and security.

- 35.1 The Employer will provide an advance payment on the contract price as stipulated in the conditions of contract, subject to maximum amount, as stated in the contract data.

36. Dispute Review Expert.

- 36.1 The Employer proposes that name of the proposed Dispute Review Expert as indicated in Appendix be appointed as Dispute Review Expert under the Contract, at a daily fee as indicated in Appendix plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If the Letter of Acceptance, the Employer has not agreed on the appointment of the Dispute Review Expert, the dispute review expert shall be appointed by the council of Indian Roads Congress at the request of either party.

37. Corrupt or Fraudulent Practices.

- 37.1 The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highway Authority of India/State P.W.D. and any other agencies, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.
- 37.2 Further more; Bidder shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract.

APPENDIX to ITB**Clause Reference**

With Respect to

Section-I.

1. Name of the Employer is :- Chief Executive Officer (CEO),
Guwahati Metropolitan Dev. Authority (GMDA) [Cl. 1.1]
2. The last five years
2011-2012
2012-2013
2013-2014
2014-2015
2015-2016
3. Minimum annual turn over in any of the last
five financial year upto 2015-16 is **Rs 5000.00 Lakhs** [Cl.4.5.3 (a)]
4. Value of executed similar work is **Rs 976.30 Lakhs** [Cl.4.5.3 (b)]
5. **Deleted.**
6. The cost of electric work is Rs ---N/A---
7. The cost of water supply/ sanitary works is Rs ---N/A---
8. Liquid assets and/ or availability of credit facilities is **Rs 195.26 Lakhs** [Cl. 4.5.6]
9. The pre-bid meeting will be held at Conference Hall of O/O the
Chief Executive Officer, GMDA **from 11.45 A.M. on 15.12.2016**
10. The technical bid will be opened at O/o the Chief Executive Officer, GMDA
Guwahati-5 on **26/12/2016 at 3.30 P.M.** through Portal (as stated in the IFB).
11. Address of the Employer: Chief Executive Officer, [Cl. 19.2(a)]
Guwahati Metropolitan Dev. Authority,
Bhangagarh, Guwahati-781005
12. Identification: [Cl.19.2(b)]
Bid for : Extension of Noonmati Basin Drain up to ASIDC point Bamunimaidam (Construction of under ground RCC storm water Box drain and open drain from Assam Small Scale Industries Development Corporation (Bamunimaidan to Noonmati Refinery area)) to Noonmati Basin Drain.” by GMDA.
- Bid reference No. GMDA/DEV/47/2016/Pt-1/6 Dated : 30/11/2016
13. The bid should be submitted latest **by 2.00 P.M. on 26/12/2016** [Cl.20.1]
14. The Technical Bid will be opened **on Date: 26/12/2016 at 3.30 P.M.** [Cl.23.1]
15. The Bank Draft/Certified Cheque/Bank Guarantee in favour of concerned [Cl.34.1]
Chief Executive Officer, GMDA, payable at Guwahati
(in case of Bank Draft/ Certified Cheque /Bank Guarantee), Assam.

16. Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)

<u>Year before</u>	<u>Multiply factor</u>
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

ANNEXURE-I**Minimum Key Personnel for the project**

[Reference Cl. 4.5.4]

Sl. No.	Key Personnel	Minimum Qualification	Minimum Requirement
1.	Project Manager	B.E. Civil + 10 Years Exp. (5 years as Manager)	1 No.
2.	Site Engineer	B.E. Civil + 3 Years Exp.	2 Nos.
3.	Plant Engineer	B.E. Mech. + 3 Years Exp. Or Dip. Mech. + 7 Years Exp.	1 No
4.	Quantity Surveyor	B.E. Civil + 7 Years Exp. Or Dip. Civil + 7 Years Exp.	1No.
5.	Soil & Material Engineer	B.E. Civil + 7 Years Exp. Or Dip. Civil + 7 Years Exp.	1 No.
	Total		6 Nos.

Annexure-II

List of Plant & Equipment to be deployed on Contract Work
[Reference Cl. 4.5.5]

Sl. No.	Type of Equipment	Maximum age on the date of opening of bids (in years)	Minimum Requirement (in Nos.)	Minimum Capacity
1	2	3	4	5
1	* Hot-Mix Plant.	5	1	Minimum 45-60 TPH Capacity
2	Paver Finisher	5	1	75cum/hr
3	Tractor with Trolley	5	1	
4	Smooth Wheel Roller	5	4	8-10 T
5	Vibratory Roller	5	3	8T
6	Water Tanker	5	5	6 KL
7	Emulsion pressure distributor/Bitumen Sprayer	5-7	2	1750 sqm/ hour
8	Tipper Trucks/Dumper	5-7	20	5 Cum bucket capacity
9	Generator.	5	2	125KVA&250 KVA.
10	Air Compressor	5	1	250cfm
11	Hydraulic excavator cum loader	5	4	1 cum bucket capacity
12	Concrete Mixer	5	2	0.4-0.28 cum/hour
13	Concrete batching & mixing Plant	5	1	30cum/hour
14	Transit Truck Mixer	5	5	4 cum
15	Concrete Pump	5	1	

SECTION – 2
QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will be incorporated in the Contract.

1. For Individual Bidders

1.1 Constitution or legal status of Bidder

[Attach copy]

Place of registration/incorporation

Principal place of business: _____

Power of attorney of signatory of Bid _____

[Attach]

1.2 Total value of Civil Engineering construction

Work performed in the last five years*

(Rs. in Lakhs)

2011-12

2012-13

2013-14

2014-15

2015-16

} β

1.3.1 Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all the main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) of works of a similar nature over the last five years. **

Project Name	Name of the Employer*	Description of the work	Contract No. & Date.	Value of contract (Rs.in Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay & work completed

*Attach certificates (s) from the Engineer(s)-in Charge

**Immediately preceding the financial year in which bids are received.

β Attach certificate from Chartered Accountant

1.3.2 Quantities of work executed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name and style) in the five years.**

Year	Name Of Work	Name of the Employer *	Quantity of work performed @					Remarks* (indicate contract reference)
			E/W in filling (cum)	BM (cum)	SDBC (Cum)	WBM (cum)	RCC Works (Cum)	
NOT APPLICABLE.								

1.4 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description Of works	Place & State	Contract No. & Date.	Name & Address Of Employer	Value of Contract (Rs. Crore)	Stipulated Period of Completion	Value of Works* remaining to be completed (Rs. Cr.)	Anticipated Date of Completion
1	2	3	4	5	6	7	8

Total =

*Attach certificate(s) from the Engineer (s)-in-charge.

**Immediately proceeding the financial year in which bids are received.

(B) Works for which bids already submitted:

Description Of Works	Place & State	Name & Address of Employer	Estimated vale of work (Rs. Crore)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

1.5 Availability of key items of contractor's Equipment essential for carrying out the works [Ref. Clause 4.5.5]. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3 (d) of the Instructions to Bidders.

Type of Equipment	Requirement		Availability proposals			Remarks (From whom to be purchased)
	No.	Capacity	*Owned/Leased /to be procured	Nos. Capacity	Age/ Condition	

***The applicant should own or should have assured ownership to the key items of equipment, in full working order, and must demonstrate that, based on known commitments, they will be available for use in the proposed contract.**

1.6 Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clauses 4.5.4]. Attach biographical data. Refer also to Sub Clause 4.3 (e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Total Experience (Year)	In similar Works (Year)	Years of experience in the proposed position
Project Manager					
Site Engineer					
Plant Engineer					
Quantity Surveyor					
Soil & Material Engineer					

1.7 Proposed sub-contracts and firms involved [refer ITB Clause 4.3(k)]

Sections of the works	Value of Sub-Contract	Sub-contractor (Name & Address)	Experience in Similar work

1.8 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.10 Name, Address, and Telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.11 Information on litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing present status

1.12 Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders (name of Consultant engaged for project preparation is)

1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3 (1)]

1.14 Programme.

1.15 Quality Assurance Programme.

2. Deleted

3. Additional Requirements

- 3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable
- (i) Legal document in the form of Affidavit
 - (ii) Undertaking
 - (iii) Authority to seek reference from the bidders' bankers

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR
AVAILABILITY OF CREDIT FACILITIES**

BANK CERTIFICATE

This is to certify that M/s. _____ is a reputed Company with a good financial standing.

It the contract for the work, namely _____ is awarded to the above firm, we shall be able to provide overdraft/ credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract during the contract period.

(Signature)
Name of Bank
Senior Bank Manager
Address of the Bank

AFFIDAVIT.

1. I, the undersigned, do hereby certify that all the statements/information furnished in the bid document for the work of _____ (name of work) are true and correct to the best of my knowledge.
2. The undersigned/the undersigned on behalf of the Firm/Company also hereby certify that neither I/our Firm/Company have abandoned any work in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and requests) any Bank, Person, Firm or Corporation to furnish pertinent information deemed necessary and requested by the department to verify the statements/information or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/project implementing agency.

(Signature of the Bidder with proper title and full address)

Date

UNDERTAKING

I, The undersigned do hereby undertake that our firm M/s. _____
_____ would invest a minimum cash up to 25% of the value of the work
during implementation of the Contract and provide the service and facilities as per clause 9 & 10 of the
Additional Special Conditions.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

UNDERTAKING FOR BID VALIDITY.

Bid for the work:-

An undertaking is hereby given that the bid submitted by me /us for the aforesaid work shall remain valid up to

Date:-

Signature of the bidder
Name in full(in block capital letters)
Address-

Place:-

AUTHORITY.

Employer (therein after called the Chief Executive Officer, Bhangagarh, Guwahati-5) is hereby authorized to seek reference from my Banker, as and when required.

Date:-

Signature of the bidder

Name in full(in block capital letters)

Address-

Place:-

Name & address of the Banker
with contact Telephone No./FAX No.

SECTION – 3
CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT.**A. GENERAL****1. Definitions**

- 1.1 Terms, which are defined in the Contract Data, are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The **Adjudicator** (synonymous with Dispute Review Expert) is the person appointed jointly by the Employer and the Contractor to resolve disputes in first instance, as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 44 hereunder.

The **Completion Date** is the date of completion of the works as certified by the Engineer in accordance with Sub-Clause 55.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works till the completion of Defects Liability Period. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information, which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed bidding document submitted by the contractor to the Employer and includes Technical and Financial Bids.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **Months** are Calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the Contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the contract, certifying payments due to the Contractor, issuing and valuing Variation to the Contract, awarding extensions of time, and valuing Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data.

The Intended Completion Date may be revised only by the Engineer by issuing and extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the works, which is to have a mechanical, Electrical, Electronic or Chemical or Biological function.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those, which were included in the bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the specifications of the works included in the contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract data. It is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A Sub-Contractor is a person or corporate body who has a contract with the Contractor to carry out a part work in the contract, which includes work on the site.

Temporary works are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the works.

A Variation is an instruction given by the Engineer, which varies the works.

The **Works are** what the contract requires the contractor to construct, install, and turn over to the Employer, as defined in the contract data.

2. Interpretation.

- 2.1 In interpreting these conditions of contract, singular also means plurals, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the contract unless specially defined. The Engineer will provide instructions clarifying queries about the conditions of the contract.
- 2.2 If sectional completion is specified in the Contract Data, references in the conditions of contract to the works, the completion date, and the intended completion date apply to any section of the works (other than references to the completion date and intended completion date for the whole of the works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (1) Agreement
 - (2) Letter of Acceptance, notice to proceed with the works
 - (3) Contractor's Bid
 - (4) Contract Data
 - (5) Condition of Contract including Special Conditions of Contract
 - (6) Specifications
 - (7) Drawings (if furnished to the bidder in the set of bid document issued).
 - (8) Bill of Quantities and
 - (9) Any other document listed in the Contract Data as forming part of the Contract

3. Languages and Law.

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions.

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in role representing the Employer.

5. Delegation.

5.1 The Engineer with approval of the employer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contract and may cancel any delegation after notifying the contractor.

6. Communications.

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Sub-Contracting.

7.1 The Contractor may Sub-Contract any portion of work, up to a limit 25% of the contract value of the approval of the employer in writing. Sub-Contracting does not alter the Contractor's obligations.

8. Other Contractors.

8.1 The Contractor shall co-operate and share the site with other contractors, public authorities, utilities and the Employer between the dates given in the schedule of other contractors. The Contractor shall as referred to in the contract data, also provide facilities and services for them as described in the schedule. The Employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Personnel.

The Contractor shall employ the Key Personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the function stated in the schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of Key Personnel only if their qualifications, abilities and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

9.2 If the Engineer ask the Contractor to remove a person who is a member of the contractor's staff or his work force stating the reasons the contractor shall ensure that the person leaves the site within 7 days and has no further connection with work in the Contract.

10. Employer's and Contractor's Risks.

10.1 The Employer carries the risks which this contract states are Employer's risks and the Contractor carries the risks which this contract states are contractor's risks.

11. Employer's Risks.

11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the works in India, the risks of War, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil work, riot commotion or disorder (unless restricted to the contractor's employees) and contamination from any nuclear fuel or nuclear waste or

radioactive toxic explosive or (b) a cause due solely to the design of the works, other than the contractor's design.

12. Contractor's Risks

12.1 All risks of loss of or damage to physical property and of personnel injury and death which arise during and in consequence of the performance of the contract other than the expected risks are the responsibility of the contractor.

13. Insurance

13.1 The Contractor shall provide in the joint names of the Employer and the Contractor, insurance covered from the Start Date to the end of the Defects Liability Period in the amounts and deductibles stated in contract data for the following events which are due to the contractor's risks:

- (a) Loss of or damage to the Works, Plant and Materials;
- (b) Loss of or damage to Equipment;
- (c) Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) Personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Chief Executive Officer, Guwahati Metropolitan Development Authority, Guwahati-781005 for the CEO's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provide and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Chief Executive Officer, Guwahati Metropolitan Development Authority.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

15.1 The Chief Executive Officer, GMDA will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date.

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the CEO, GMDA and complete them by the Intended Completion Date.

18. Approval by the Engineer

- 18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the CEO, GMDA who is to approve them if they comply with the Specifications and Drawings.
- 18.2 The Contractor shall be responsible for design of temporary works.
- 18.3 The CEO, GMDA's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4 The Contractor shall obtain approval of third parties to design of the Temporary Works where required.
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the CEO, GMDA before their use.

19. Safety

- 19.1 The Contractor shall be responsible for the safety of all activities on the site.

20. Discoveries

- 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the CEO, GMDA of such discoveries and carry out the CEO, GMDA's instructions for dealing with them.

21. Possession of the Site

- 21.1 The Employer shall give possession of all parts of the Site to the Contractor. If the possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

- 22.1 The Contractor shall allow the Engineer and any person authorized by the CEO, GMDA access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/fabricated/assembled for the works.

23. Instructions

- 23.1 The Contractor shall carry out all instructions of the CEO, GMDA pertaining to works, which comply with the applicable laws where the Site is located.
- 23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24. Deleted.**25. Procedure for Disputes**

- 25.1 The arbitration shall be conducted in accordance with the arbitration procedure started in the Special Conditions of Contract.

26. Deleted.

B. TIME CONTROL

27. Programme.

- 27.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.
- 27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3 The Contractor shall submit to the CEO, GMDA, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 27.4 The CEO, GMDA's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised programme is to show the effect of variations and compensation events.

28. Extension of the Intended Completion Date

- 28.1 The CEO, GMDA shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 28.2 The CEO, GMDA shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 28.3 The CEO, GMDA shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision. If the Employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter to the Dispute Review under Clause 24.1.

29. Deleted

30. Delays ordered by the Engineer

- 30.1 The CEO, GMDA may instruct the Contractor to delay or progress of any activity within the Works.

31. Management Meeting

- 31.1 Either the CEO, GMDA or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 31.2 The CEO, GMDA shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the Management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

- 32.1 The Contractor is to warn the CEO, GMDA at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 32.2 The Contractor shall cooperate with the CEO, GMDA in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL**33. Identifying Defects**

- 33.1 The CEO, GMDA shall checked the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect to uncover and test any work that the Engineer considers may have a Defect.

34. Tests

- 34.1 If the CEO, GMDA instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

35. Correction of Defects

- 35.1 The CEO, GMDA shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

36. Uncorrected Defects

- 36.1 If the Contractor has not corrected a Defect within the time specified in the CEO, GMDA's notice, the CEO, GMDA will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL**37. Bill of Quantities**

- 37.1 The Bill of Quantities shall contain items for the construction, installations, testing, and commissioning work to be done by the Contractor.
- 37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

- 38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 per cent provided the change exceeds 1% of initial Contract Price, the CEO, GMDA shall adjust the rate to allow for the change, duly considering.

- (a) Justification for rate adjustment as furnished by the contractor.
- (b) Economies resulting from increase in quantities by way of reduces plant, equipment, and overhead costs,
- (c) Entitlement of the contractor to compensation events where such events are caused by any additional work.

38.2 The CEO, GMDA shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 5 percent, except with the Prior approval of the Employer.

38.3 If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

39. Variations

39.1 All Variations shall be included in updated Programme produced by the Contractor.

40. Payments of Variations

40.1 The Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The CEO, GMDA shall assess the quotation, which shall be given with seven days or the request of within any longer period stated by the Engineer and before the Variations is ordered.

40.2 If the work in the Variations corresponds with an item description in the Bill of Quantities and if, in the opinion of the CEO, GMDA, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

40.3 If the Contractor's quotation is unreasonable, the Engineer may order the Variations and make a change to the Contract Price which shall be based on CEO, GMDA's own forecast of the effects of the Variation on the Contract's costs.

40.4 If the CEO, GMDA decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

40.5 The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

41. Cash Flow Forecasts

41.1 When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

42. Payment Certificates

42.1 The contractor shall submit to the CEO, GMDA monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

42.2 The CEO, GMDA shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the work in the relevant amounts and under conditions set forth in Sub-Clause 51(3) of the Contract Data (Secured Advance).

- 42.3 The value of work executed shall be determined by the Engineer.
- 42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities Completed.
- 42.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 42.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments

- 43.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the CEO, GMDA when Govt. of Assam released the fund.
- 43.3 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 43.4 Whenever there is an addition or reduction to the contract price due to change in legislation, variations or on account of any other Government determined reasons amounting to more than the 25% of initial contract price, the Performance Security shall be increased/decreased by an equal percentage. The contractor shall deliver Performance Security within 21 days of receipt of request in this regard from the employer.

44. Compensation Events

- 44.1 The following Compensation Events unless they are caused by the Contractor:
- (b) The Employer modifies the schedule of other contractors in a way which affects the work of the Contractor under the Contract.
 - (c) The CEO, GMDA orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
 - (d) The CEO, GMDA instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
 - (e) The CEO, GMDA does not approve of a subcontract to be let, within 15 days.
 - (g) The CEO, GMDA gives an instruction for dealing with an unforeseen condition caused by the Employer or additional work required for safety or other reasons.
 - (i) The advance payment is delayed, beyond 28 days after receipt of application and bank guarantee.
 - (j) The effect of the contractor of any of the Employer's Risks.
 - (k) The CEO, GMDA unreasonably delays issuing a Certificate of Completion.
 - (l) Other compensation Events listed in the Contract Data or mentioned in the Contract.
- 44.2 If a compensation event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The CEO, GMDA shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

- 44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the CEO, GMDA and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the CEO, GMDA shall adjust the Contract Price based on Engineer's own forecast. The CEO, GMDA will assume that the Contractor will react competently and promptly to the event.
- 44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the CEO, GMDA.
- 45. Tax.**
- 45.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.
- 46. Currencies.**
- 46.1 All payments shall be made in Indian Rupees.
- 47. Deleted.**
- 48. Retention.**
- 48.1 The employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.
- 48.2 On completion of the whole of the works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the CEO, GMDA has certified that all Defects notified by the CEO, GMDA to the Contractor before the end of this period have been corrected.
- 48.3 In case, Contractor requests for refund of the Retention Money deducted by the Employer under the provision of this Clause, Employer shall consider the said request of the Contractor provided that the refund hereunder shall be made in tranches of not less than 1%(one percent) of the Contract Price and Contractor furnishes an irrevocable and unconditional bank guarantee for an equal amount substantially in the format of bank guarantee for performance guarantee enclosed with SBD and valid upto 28 days beyond the schedule/extended Defects Liability Period. On completion of the whole works, the Contractor has however an option to submit a fresh irrevocable and unconditional bank guarantee for an amount equal to 2.5% of the total value of work executed substantially in the format of bank guarantee for performance guarantee enclosed with SBD and valid upto 28 days beyond the Defects Liability Period and get refund the Retention Money and bank guarantees submitted for refund of Retention Money.
- 49. Liquidated Damages**
- 49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in Contract Data for each day that the completion date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
- 49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment of repayment at the rate specified in Sub-Clause 43.1.
- 49.3 If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for every date or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the Contract Data.

The Employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment of deduction of such damages shall not relieve the contractor from his obligation to complete the work on from any other of his obligations and liabilities under the contract.

- 49.4 If, before the Time for completion of the whole of the works or, if applicable, any Section, a Taking-Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the works or of that Section shall, for any period of delay after date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, the reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

51. Advance Payment

- 51.1 The Employer shall make mobilisation advance payment (not to be paid in less than two installments except in special circumstances for which the reasons to be recorded in writing) to the contractor of the amounts stated in the contract data by the date stated in the contract data, against provision by the contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to be at least 110% of the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the contractor. The mobilization advance would be deemed as interest bearing advance at an interest rate of 10% to be compounded quarterly.
- 51.2 The Contractor is used to advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the work. The contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.
- 51.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentage of the works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of works done, variations, price adjustment, Compensations events or Liquidated Damages.

52. Securities

- 52.1 The performance security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the letter of acceptance and shall be issued in an amount and form and by a Bank or surety acceptable to the Employer and denominated in Indian Rupee. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

53. Deleted

54. Cost of Repair

- 54.1 Loss or damaged to the works or materials to be incorporated in the works between the start date and the end of the defects correction period shall be remedied by the contractor at the contractor's cost if the loss or damages arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

55. Completion

55.1 The Contractor shall request the CEO, GMDA to issue a certificate of completion of the works and the Engineer will do so upon deciding that the work is completed.

56. Taking Over

56.1 The Employer shall take over the site and the works within 7 days of the CEO, GMDA issuing a certificate of completion.

57. Final Account

57.1 The Contractor shall supply to the CEO, GMDA a detailed account of the total amount that the Contractor considers payable under the contract before the end of the defects liability period. The Engineer shall issue a defect liability certificate and certify any final payment that is due to the contractor within 56 days of receiving the contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the correction or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Engineer shall on the account payable to the Contractor and issue a payment certificate, within 56 days of receiving the contractor's revised account.

58. Operating and Maintenance Manuals

58.1 If "as built" drawings and/or operating and maintenance manuals are required, the contractor shall supply them by the dates stated in the contract data.

58.2 If the contractor does not supply the drawings and/or manuals by the dates stated in the contract data or they do not received CEO, GMDA's approval, the Engineer shall with hold the amount stated in the contract data from payments due to the contractor.

59. Termination

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the contract.

59.2 Fundamental breaches of contract include, but shall not be limited to the following:

- (a) The Contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the CEO, GMDA.
- (b) The CEO, GMDA instructs the Contractor to delay the progress of the works and the instruction is not withdrawn within 28 days.
- (c) The employer or the contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the CEO, GMDA certificate;
- (e) The CEO, GMDA gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the CEO, GMDA;
- (f) The Contractor does not maintain a security which is required;

- (g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract Data; and
- (h) If the Contract, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition”.

59.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub-Clause 59.2 above, the CEO, GMDA shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.5 If the Contract is terminated the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

60. Payment upon Termination.

60.1 If the contract is terminated because of a fundamental breach of Contract by the contractor, the CEO, GMDA shall issue a certificate for the value of the work done less advance payments received up to the date of issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract data. Additional Liquidation Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

60.2 If the contract is terminated at the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the CEO, GMDA shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of equipment, repatriation of the contractor’s personnel employed solely on the works, and the Contractor’s costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

61. Property

61.1 All materials on the Site, Plant, Equipment, Temporary works and works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

62. Releases from Performance

62.1 If the contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the CEO, GMDA shall certify that the Contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT.

1. LABOUR:

The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The contractor shall, if required by the CEO, GMDA, deliver to the CEO, GMDA a return in detail, in such form and such intervals as the CEO, GMDA may prescribed, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the CEO, GMDA may require.

2. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts Rules/regulations including amendments, if any, on the part of the Contractor, the CEO, GMDA /Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/ CEO, GMDA shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- (a) Workman Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act of satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952:- The Act provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

- (e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- (f) Minimum Wages Act 1948:- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against female employees in the matters of transfers, training and promotion etc.
- (i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages at Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situation a strike or lock out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- (l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from Civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- (n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back, etc.

- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, housing accommodation for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948:- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrence to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

3. ARBITRATION (GCC Clause 25.3)

The procedure for arbitration will be as follows:

- 25.3 (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this Agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the * Council, Indian Roads Congress.
- (b) The Arbitral tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed consequently, the Presiding arbitrator shall be appointed by the * Council, Indian Roads Congress.
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the * Council, Indian Roads Congress shall appoint the Arbitrator. A certified copy of the order of the Council, Indian Roads Congress, making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held in India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

G. ADDITIONAL SPECIAL CONDITIONS

1. In order to ensure submission of the work programme and approval of the same by the department before commencement of the work the following target dates are fixed for the related activities for compliance by all concerned:
 - A) The contractor after receiving the Letter of Acceptance shall furnish the work programme to the concerned CEO, GMDA **within 3(three) days** from the date of issue of the Letter of Acceptance.
 - B) The signing of the contract agreement will be subject to the acceptance of the work programme by the Chief Executive Officer, GMDA.

2. From the date of taking over of site by contractor till the completion of the whole work, the entire responsibility for ****maintenance of the road portion** including the portions where the work is not yet started (in addition to the maintenance of the already executed works) shall lie with the contractor. In case the contractor fails to carry out the maintenance works, he will be notified by the Executive Engineer to execute the same. If the contractor still then fails to carry out the same within 7 days from the date of receiving instruction etc. from the C.E.O., GMDA in writing, the Executive Engineer will be done the work and the cost thereof will be recovered from the contractor's next bill for the works. The maintenance of Road as required in the place of work is to be carried out as per the existing provisions of the road i.e. WBM/BUSG/PC/SC as may be applicable as per the direction of the CEO, GMDA and existing earthen drains (if any) will keep functional with proper maintenance.

3. The grade of bitumen for the various types of bituminous works course should be as follows:

a. Prime Coat	-With bitumen emulsion-CSS-1
b. Tack coat	- With bitumen emulsion-CSS-1h
c. BM/DBM	- With 60/70 or VG-30 grade bitumen.
d. BC/SDBC	- With 60/7 or VG-30 grade bitumen

4. The Hot Mix Plant, concrete batch plant should be set up within a linear distance of 10 to 20 km from the work site.
5. The record of quality control test carried out in conformity with the technical specification No.900 and authenticated by the GMDA staff shall be submitted to the Chief Executive Officer with every works bill and secured advance bill.
6. The contractor after receiving the letter of acceptance shall furnish 3(three) Xerox copies of the contract agreement including the qualification criteria and other related papers forming the contract, as directed by the Department.
7. Deleted.
8. All testing for Bituminous and cement Products must be carried from either of the following Laboratories/ Institutions:
 - a. I.I.T Guwahati
 - b. Road Research Laboratory , PWD Guwahati
 - c. NIT Silchar

The sample from which the testing has to be conducted shall be decided by CEO / Engineer-in - Charge, GMDA.

9. The following quality control equipments for field laboratory are to be kept at site for quality control tests.

A) For Earthwork :-

- i) Moisture Meter with chemicals
- ii) Apparatus for measuring Dry density by sand replacement method
- iii) Apparatus for measuring Dry density by core cutter method
- iv) Oven, electrically operated and thermostatically controlled upto 200⁰C & 300⁰C (sensitivity 1⁰C)
- v) Electronic balance of 200gm capacity 0.01gm accuracy.
- vi) Madras Sand

B) For W.B.M., G.S.B. & BM/SDBC/R.C.C. Work :-

- i) Automatic Core cutting Machine
- ii) Thermometers :-
 - a) Metallic type (Mercury in steel) with 30cm stem and 3m stem for near and distant readings.
 - b) Glasstype (Mercury in glass) of ranges 110⁰C, 250⁰C
 - c) Infrared Temperature meter
 - d) Digital thermometer (-50⁰C to 300⁰C)
- iii) Electronic balance of 10kg capacity of accuracy 0.5gm.
- iv) Electronic balance of 5kg capacity of accuracy 0.01gm.
- v) Standard set of 1.5 sives, lid and Pan :-
 - a) 450mm dia for coarse aggregate, 63mm, 53mm, 37.5mm, 26.50mm, 13.20mm, 9.50mm, 6.7mm and 4.75mm.
 - b) 200mm dia for fine aggregates :-
2.36mm, 2.0mm, 1.18mm, 600 micron, 425 micron, 300 micron, 150 micron, 75 micron.
- vi) Flakiness and Elongation test gauge as per IS:2386 Part-1
- vii) Water Adsorption Test apparatus as per IS:2386 Part-5
- viii) Aggregate Impact value test apparatus as per IS:2386 Part-4
- ix) Penetration test apparatus
- x) Softening point test apparatus
- xi) Apparatus for determining solubility in trichloroethylene test
- xii) Sayboly Furol Viscometer as per IS:3117 for emulsion
- xiii) Electrically operated centrifuge type bitumen extractor and Toluene (C₆, H₅CH₃)
- xiv) Glassware, graduated cylinder, spatula, scoops, steel scales, measuring tapes, enameled trays, filter paper, 4mm thick glass, glass marking pencils, heat resistant hard gloves.
- xv) Mechanical sieve shaker – 450mm dia, 200mm dia.
- xvi) Riffle boxes for sampling of coarse and fine aggregate.

11. The Bidder must submit an undertaking from the company /Manufacturer/ Dealer as specified in the BOQ of the bidding document in respect of supply & **Application of plasticizer** and related products.
12. Only TMT reinforcing bars are to be used in the work. The same must bear certification from ISI marked reputed company or authorized dealer. The same must be approved by the CEO, GMDA -in Charge concerned
13. As per State Govt. circular No.CRD.119/2003/5, dtd. 21-09-04. The Bid price to be rounded off at grand total amount arrived at after multiplication and summing up from detailed item wise rate and quantities to the nearest rupee by ignoring paise below fifty and to next rupee for amount with fifty paise or more. The ranking in the financial bid/comparative statement shall be based upon the rounded bid price.
14. *The Contractor would provide a good condition light vehicle(maximum 2 years old) Scorpio / Bolero / Tata Sumo / Toyota Qualis or similar make along with driver, fuel, lubricant, maintenance, repair, spare parts, insurance etc. for inspection and supervision of work at the disposal of CEO, GMDA -in-Charge from the date of commencement of work till the date of completion of the work. The cost of this service shall be inclusive in the Bid value offered/accepted. No any extra claim shall be admissible for the service. The Engineer-in-Charge shall maintain a Log-Book for the Official movement of the vehicle.
15. *The Contractor would provide an adequate site office along with required furniture (**table chair, almira etc of Godrej Make**), electricity, electrical fittings, drinking water facility, toilet, quality control equipment with consumable items, computer with related accessories and peripherals of **reputed branded manufacturer** along with office stationeries etc for the use of the departmental field officers/staff deputed for the inspection and supervision of the work or as directed by the CEO, GMDA -in-Charge from the date of commencement till the date of completion of the work. The cost of these facilities shall be inclusive in Bid value offered/ accepted. No any extra claim shall be admissible for these facilities.(The specification and drawing of the site office are as per Annexure-AA)
16. It shall be ensured that for production of materials in crushers, boulders of minimum 150mm size are utilized for the purpose.
17. Collection of materials on the road sides should be so planned that it should commensurate with the physical progress of works and the collected materials should not cause any hindrance to the traffic. It must be ensured that contractor arranges for separate land for storage of road construction materials and machinery and these shall not be allowed to be stacked on roadside.
19. No work beyond the scope of the sanctioned estimate leading either to increase in the scope of the work or change in specifications should be undertaken without obtaining prior written approval of the C.E., GMDA.
20. The work shall be executed as per specifications for Road & Bridges works (5th Revision, 2013).
21. The work is to be carried out in accordance with the handbook of quality control for construction of Roads & Runways (2nd Revision) IRC-SP-11,1988, observing strict quality control instructions.
22. During the course of execution of work, traffic management shall be done in accordance with the guidelines IRC.
23. The following road safety materials must used during the time of execution / diversion of traffic .
 - i) Traffic cone (385mm x 385mm base) x 722mm
 - ii) Safety jackets for labours/officers
 - iii) Safety helmets for labours/officers
 - iv) Safety reflective gloves
 - v) Pollution masks for labours & engineers
 - vi) Hand hold search light
 - vii) Led batons.
24. The display boards on development activities of the work shall be made as per guideline.
25. Video and Still Photography of the stretch to be improved/renewed before and after execution of the work should be invariably done and records sent to the Ministry through this office for appreciation of work done.

26. Before actual execution quarry, the borrow area for selected earth shall be exactly identified and got inspected and approved from an officer to be appointed by the Ministry.
27. All taxes & levies ,cess etc shall be deducted as per Govt rules in addition to directives contain in Govt letter No.ADT.326/2009/43, dt.07.12.2009(Copy enclosed)
28. Each and every page constituting the bid submitted shall be signed /self attested by the authorized representative of the bidder before submitting online, failing which the bid will be summarily rejected.
29. **Anti stripping agent should be used for construction of DBM and BC works.**

30. Inspection and Plants and Allied Machinery:

The plant and allied machinery required for execution work of mainly BM, SDBC, Mixed Seal Surfacing, RCC, etc. shall be inspected / examined by the technical committee constituted.

31. The names of the Key personnel present at the site of work are to be recorded in the certificate of Bill of MB's while preparing and passing running/final bills. In the event of absence/non deployment of Key personnel during the contract period the amount stated at Annexure-III (below) are to be deducted per month on Pro-Rata Basis from the contractor's bill(s).

ANNEXURE-III.

Designation of Key personnel	Amount to be deducted per month.
1 Project Manager	Rs.18, 000.00
2. Site Engineer	Rs.15, 000.00
3. Plant Engineer	Rs.15, 000.00
4. Quantity Surveyor	Rs.10, 000.00
5. Soil & Material Engineer	Rs.9, 000.00

32. Sale tax, Forest Royalty including other charges levied by the Forest Department on forest products including any other taxes as applicable is to be paid by the contractor. The department shall deduct the amount of AGST, FR & ST and any taxes from the contractor's bill if the contractor fails to produce the valid certificates from the concerned departments.
33. As per State Govt. circular No.CRD.119/2003/5 dtd.21-09-04, the bid price to be rounded off at Grand Total amount arrived at after multiplication and summing up from detailed item wise rate and quantities to the nearest rupee by ignoring paise below fifty and to next rupee for amount with fifty paise or more. The ranking in the financial bid /comparative statement shall be based upon the rounded bid price.
34. The contracting agency must arrange jungle clearance/tree cutting at their own cost as per requirement at site. No extra payment can be claimed in this respect.
35. Necessary coordination/ liaisoning with Municipal Authority, PWD (Assam), Water Resource Deptt. & PHE Deptt. must be done by the contracting agency as per requirement for implementation of the project.

SECTION 4

CONTRACT DATA

CONTRACT DATA

Clause reference
With respect
To Section 3

Items marked “N/A” do not apply in this Contract.

1. The Employer is [Cl. 1.1]
 Name: Chief Executive Officer (C.E.O.),
 Guwahati Metropolitan Development Authority (GMDA)
 Address: Office of the Chief Executive Officer, Guwahati Metropolitan
 Development Authority, Statfed Building, Bhangagarh, Guwahati-5.
2. Name of authorized Representative of C.E.O, GMDA is
 Chief Engineer, Guwahati Metropolitan Development Authority
 Ph. 94350 49620 (M)
3. The Defects Liability Period is 1 **(one) year** from the date of completion. [Cl.1.1 & 35]
4. The start date shall be 3 days from the date of issue of the Notice to
 proceed with the work. [Cl. 1.1]
6. The Intended Completion Date for the whole of the Works is 4 (four)
 Months after start of work with the following milestone. [Cl.1.1.17 & 28]

Milestone dates:

[Cl. 2.2 & 49.1]

Physical works to be completed**Period from the start date**

Milestone 1 i.e. 40 %

2 (two) months

Milestone 2 i.e. 60%

3 (three) months

Milestone 3 i.e. 100%

4 (Four) months

7. The site is located: **BAMUNIMAIDAN ASIDC point to Noonmati Railway Culvert No. 28 A** .
 [Cl.1.1]

The works drainage project consist of **E/W, PCC, RCC, Restoration of road with GSB,
 WBM,BM,DBM ,BC** [Cl. 1.1]

The works shall, interalia, include the following, as specified or as directed:

(A) Drainage Work :

Site cleaning, finalizing of alignment, fixation of sizes as per discharges, taking spot levels of the site/alignment construction of TBM and transfer of GTS Bench mark, preparation of mix design, fixation of excavation level, founding level, top levels of drains. Excavation for the drain, PCC work, erection of shuttering and staging. Reinforcement binding, RCC work, back filling of sides of drain/trenches all aspects of quality assurance; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of “As-built” drawing and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the drawings and the provisions of the contract and to Insure safety.

(B) Restoration of Road

Back filling of trenches, widening of existing carriageway and strengthening including camber corrections; bituminous remodeling/construction of junctions, intersections; supplying and placing of drainage channels, flumes, guard post and guard other related items, construction/extension of drainage works, approaches of bye-lanes and other related protective works for roads; all aspects of quality assurance of various components of the works; rectification of the defects in the complete works during the Defects liability Period; submission of “As-built” drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety.

(C) Other Items

Any other items as required to fulfill all contractual obligations as per the Bid documents. [C1.1.1]

- | | | |
|-----|--|-------------|
| 10. | The following documents also form part of the contract: Nil | [C1.2.3(9)] |
| 11. | The law which applies to the contract is the law of Union India | [C1.3.1] |
| 12. | The language of the contract documents is English | [Cl. 3.1] |
| 13. | Limit of subcontracting: No sub Contracting allowed | [C1.7.1] |
| 14. | The Schedule of other Contractors | [C1.8] |

Clause Reference
With respect
To section 3

15. The Schedule of Key Personnel As per Annex-II to Section I [Cl.9]
16. The minimum insurance cover for physical property, injury and death is Rs. 5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always. [Cl.13]
17. Site investigation report [Cl.14]
18. The Site possession Dates shall be 3 days from the data of notice to proceed with the work [Cl. 21]
21. The period for submission of the programme for approval of CEO, GMDA shall be 7 days from the issue of Letter of Acceptance. [Cl.27.1]
22. The period between programme updates shall be 10 days. [Cl.27.3]
23. The amount to be withheld for late submission of an updated programme shall be Rs 10.00 lakhs. [Cl.27.3]
24. The following events shall also be Compensation Events: [Cl.44]
Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.
- (i) Significant change in classification of soil requiring additional mobilization by the contractor, e.g. ordinary soil to rock excavation.
- (ii) Presence of historical, archeological or religious structures, monuments interfering with the works.
25. The currency of the contract is Indian Rupees. [Cl.46]

Clause Reference
With respect
To section 3

27. The proportion of payments retained (retention money) shall be 10% Including the performance security deposited. [Cl.48]
28. Amount of liquidated damages for Delay in completion of works [Cl.49]
- Mile stone 1 --- Rs. 25,000.00 per day
Mile stone 2 --- Rs. 40,000.00 per day
Mile stone 3 --- Rs. 50,000.00 per day

29. Maximum limit of liquidated damages for delay in completion of work 10 percent of the Initial Contract price rounded off to the nearest thousand. [Cl.49]
30. Amount of Bonus for early completion of whole of the works : **Deleted** [Cl.50]
31. Maximum limit of bonus for early completion of work : **Deleted** [Cl.50]
32. The amounts of the advanced payment are :

	<u>Nature of advance</u>	<u>Amount (Rs.)</u>	<u>Condition to be fulfilled</u>	[Cl.51 & 52]
i)	*Mobilization	10% of the contract price	On submission of unconditional Bank Guarantee (to be drawn before the end of 20% of Contract period). The Contractor may furnish four bank guarantees of 2.5% each, valid for full period. The mobilization advance will be interest bearing @ 10% per annum.	
ii)	*Equipment	90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of The Contract Price.	After equipment is brought to site (provided the Engineer is satisfied that the equipment is required for performance of the contract) and on submission of unconditional Bank Guarantee for amount of advance. (The equipment advance will be interest bearing @10% per annum)	

Clause Reference
With respect
To section 3

33. Repayment of advance payment for mobilization and equipments: [Cl.51.3]
The advance loan shall be repaid with percentage deductions from the Interim payments certified by the Engineer under the Contract. Deductions Shall commence in the next Interim Payment Certificate following that In which that total of all such payments to the Contractor has reached not less than 20 percent of the Contract Price or 4(four) months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 20 percent of the amounts of all Interim payment certificates until such time as the loan has been repaid, always provided that the loan shall be completed repaid prior to the expiry of the original time for completion pursuant to Clause 17 and 28.
35. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: [Cl.52]
Performance security for 5 percent of contract price plus Rs.
(to be decided after evaluation of the bid) as additional security items of ITB Clause 29.5.

The standard form of performance Security acceptable to the Employer shall be an unconditional bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

36. The Schedule of operating and maintenance manuals N/A [Cl.58]
37. The date by which “As-built drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be.N/A [Cl.58]
38. The amount to be withheld for failing to supply “As-built” drawings by the date required is Rs. lakhs..... N/A [Cl.58]
39. The following events shall also be fundamental breach of contract: [Cl.59.2]
 “The Contract has contravened Sub-clause 7.1 and Clause 9 of G.C.C.”
40. The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 20 percent. [3,Cl.60]

SECTION- 5
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

5.1 The technical specifications shall be the specifications detailed in the publication “SPECIFICATIONS FOR ROAD AND BRIDGE WORKS” (5th Revision,2013) of the Ministry of Road Transport and Highway’s published by the Indian Roads Congress with its latest amendments and specification of NBC. The provisions/stipulations for various item of works as may be relevant to the job/work package are as detailed at Annexure-A and specification of NBC.

Note:-

The technical specification contain herein shall be read in conjunction with the various other documents forming the bid. These specifications shall apply to all the works as are required to be executed under the contract.

Unless otherwise stipulated, all the works will have to be executed conforming to the clauses of MORT&H’s specification for road & bridge works(5th Revision,2013). In the absence of any definite clauses/Provisions/specifications on any particular issue/item of works in the MORT&H’s specification, reference may be made to the IRC Code (updated) . IS Codes may also be referred where IRC Codes are silent on that issue/item of work. Where even IS Codes are silent, the APWD specifications are to be followed. If none of the above can be applied, the construction of works will have to be executed conforming to the sound Engineering practice as approved by the Engineer-in-Charge. In case of any dispute arising out of the interpretations on the above, the decision of the Engineer-in-Charge shall be final and binding on the contractor.

The words like contract, contractor, Engineer,(Synonymous with Engineer-in-Charge) , Employer, works and worksite used in the specification shall be considered to have the meaning as understood from the definitions of these terms given in the condition of the contract.

The following abbreviations shall have the meaning as given below:-

AASHTO	American Association of State Highway and Transportation Officials.
ASTM	American Society for Testing and Materials.
BS	British Standard Published by the British Standards Institution.
CBR	California Bearing Ratios.
IRC	Indian Road Congress.
IS	Indian Standard Published by the Bureau of Indian Standards.
MOS,RT&H	Ministry of Shipping, Road Transport and Highways.

TECHNICAL SPECIFICATIONS are as per MORT&H's specification for road & bridge works(5th Revision,2013) and latest NBC.

SECTION – 6
FORM OF BID

(Furnished separately in vol. – II)

SECTION – 7
BILL OF QUANTITIES

(Furnished separately in vol. – II)

SECTION-8
SECURITIES AND OTHERS FORM

(To be filled by Bidder/ Employer)

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____ [date] for construction of _____ [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____ [name of Bank] of _____ [name of country] having our registered office at _____ [hereinafter called "the Bank"] are bound unto _____ [name of Employer] (herein after Called "the Employer") in the sum of _____ * for which payment Well and truly to be made to the said Employer or officer authorized by the Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid.

OR

(2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity.

- (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
- (c) Does not accept the correction of the Bid price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ ** days after the deadline for submission of Bids as such deadline is started in the Instructions to Bidder or as it may be extended by the Employer, notice of which extension (s) to the bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than above date.

DATE _____ SIGNATURE _____

WITNESS _____ SEAL _____

[Signature, name and address]

*The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

**45 days after the end of the validity period of the Bid.

PERFORMANCE BANK GUARANTEE

To

The Chief Executive Officer, GMDA , [Authorized representative of the Employer]
 [Address of Authorized representative of the Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of works] (hereinafter called "the Contractor").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]*
 _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor _____
 Name of Bank _____
 Address _____
 Date _____

*An amount shall be inserted by the Guarantor, representing the percentage of Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

BANK GUARANTEE FOR ADVANCE PAYMENT

To
The Chief Executive Officer, GMDA, [Authorized representative of the Employer]
..... [Address of Authorized representative of the Employer]
_____ [Name of Contractor]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1(“Advance Payment”) of the _____ above mentioned _____ Contract, address of the Contractor] (hereinafter called “the Contractor”) shall deposit with _____ [name and address of the Contractor] [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of guarantee]* _____ [in words].

We, the _____ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]* _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contractor of works to be performed there under or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal _____
Name of Bank /Financial Institution _____
Address _____
Date _____

*An amount shall be inserted by the Bank or Financial Institution, representing the amount of the Advance Payment, and denominated in Indian Rupees.

LETTER OF ACCEPTANCE

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

This is to notify that your Bid dated _____ for execution of the _____ (name of the contract and identification number as given in the Instructions to Bidders) for the Contract Price of Rupees _____ (_____ (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our agency.

We accept/do not accept that _____ be appointed as the Adjudicator**. You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. _____ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature
 Name and title of Signatory
 Name of Agency

 *Delete “corrected and” or “and modified” if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

**To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the “Instructions to Bidders”.

AGREEMENT

This agreement made the day of between the Chief Executive Officer, GMDA, Guwahati, Assam [hereinafter called "The Employer"] and (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute _____

_____ (name and identification number of Contract)[hereinafter called "the works"] and the Employer has accepted the Bid of the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. (Rupees _____) only.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - (i) Letter of Acceptance,
 - (ii) Notice to proceed with the works,
 - (iii) Contractor's Bid
 - (iv) Condition of Contract: General and Special,
 - (v) Contract Data,
 - (vi) Additional condition,
 - (vii) Drawings,
 - (viii) Bill of Quantities and
 - (ix) Any other documents listed in the Contract Data as forming part of the Contract.
 - (x) Instructions to Bidders (ITB)

In witnessed whereof the parties there to have caused this agreement to be executed the day and year first before written.

The common seal of was hereunto affixed in the presence of :

Signed, Sealed and delivered by the said Chief Executive Officer, GMDA, Bhangagarh, Guwahati and

In the presence of.....

Binding Signature of Employer

Binding Signature of Contractor

ISSUE OF NOTICE TO PROCEED WITH THE WORK

_____ (date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of
the Contract for the construction of
_____ at a Bid Price of
Rs _____ .

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Chief Executive officer
Guwahati Metropolitan Dev. Authority,
Bhangagarh, Guwahati

UNDERTAKING

I, the under signed do hereby undertake that our firm M/s _____ agree to abide by this bid for a period of _____ days after the deadline date fixed for receiving the same and it shall be binding on us and may accepted at any time before the expiration of that period.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date